

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

JOSEPH COOPER, §
§
Plaintiff, §
v. § CAUSE NUMBER: 3:14-cv-04152-B
§
BRODERICK STEVEN "STEVE" HARVEY §
§
Defendant. §

AFFIDAVIT OF BRODERICK STEVEN HARVEY

BEFORE ME, the undersigned notary public, on this day personally appeared Broderick Steven Harvey, who being duly sworn, deposed and stated:

1. My name is Broderick Steven Harvey. I am over 18 years of age, of sound mind and am competent to make this affidavit. I have firsthand personal knowledge of facts stated in this affidavit and they are true and correct.

2. I met Mr. Cooper in or about 1993. I had a club in Dallas, Texas where I performed. It was known as "Steve Harvey's Comedy Club."

3. At some point in 1993, I decided that I wanted to record my acts during each show in order to develop promotional material.

4. In order to accomplish my desire to record my performances, I met with Mr. Cooper, who agreed to record the shows by video. He charged me \$2,000.00 for the video work that he agreed to do. Mr. Cooper was paid in full for his work.

5. During the time he was videoing my shows, Mr. Cooper never presented me with a release of any other form or contract by which I agreed to release any rights to the footage videoed at my comedy club. It was always my intent and it was understood that the material would be released to me for use as study material to develop future acts. To a certain extent I

would also use it as promotional in-house, looping excerpts of my performances before and after shows at Steve Harvey's Comedy Club.

6. I have reviewed what Mr. Cooper claims is a video contract that he and I allegedly negotiated and signed on March 20, 1993. I did not sign this document and my signature is not affixed to the instrument beneath the alleged terms of the invoice, where one would normally sign a legal document.

7. I have also never signed any document, or made any oral agreement with Cooper, that would give Mr. Cooper permission to exploit my name, image, likeness, or identity.

8. Also, contrary to his representation, I never made any other "agreements" with Mr. Cooper during the time he was performing videotaping services in 1993.

9. Mr. Cooper has represented that he has filmed over 120 hours of my performances during conversations and in his affidavit suggests that he has filmed 104 hours of my performances. I cannot attest to this because he has never produced any videos or film for me to personally view.

10. Although I paid Mr. Cooper to record my performances, he has never given me any of the tapings I paid for, nor has he allowed me to view the footage.

11. I have never made any type of oral agreement or arrangement with Mr. Cooper giving him the right to copy and distribute the videotapes of my performances or to use my name, likeness, image, or identity for any purpose.

12. I never asked Mr. Cooper to "delay" releasing any footage from my performances. One of the main reasons is that I never gave him permission to release any footage and therefore would have no reason to ask him to "delay" releasing it.

13. Any discussions I had with Mr. Cooper since 1993 involved me making clear to him that there was no agreement allowing him to copy, sell, or distribute the videotapes.

14. Mr. Cooper has initiated a campaign to essentially extort me, coerce me, and embarrass me as I started to build my entertainment career. He has made numerous calls to my agents, lawyers, employers, and potential employers to make disparaging remarks about these performances and how provocative they were. He has used these tapes to threaten and harass me for years.

15. Mr. Cooper has communicated how sensitive these tapes he has are and how they could affect my career. He even offered to "sell" me my own material for Five Million Dollars (\$5,000,000), so that I may "save myself the embarrassment of their release."

16. I never entered into an agreement oral, written, or otherwise to buy or purchase these tapes from Mr. Cooper. I have never given him permission to use, sell, or distribute these tapes for his commercial exploitation of my name, likeness, or identity or for any other purpose.

17. Indeed, I have not entered into any type of oral or written agreement, legal or otherwise that would allow Mr. Cooper to sell, distribute or market any videos.

18. The State Court lawsuit that was initiated in 1998 involved the parties extending the length of a temporary restraining order to allow the parties an opportunity to prepare the arguments for a full hearing. However, the lawsuit was non-suited by the parties on or about October 13, 2000. No oral or written agreements arose out of the State Court lawsuit or the non-suit of it that would permit Cooper to sell or distribute the video tapes or to commercially exploit my name, likeness, or identity for any purpose.

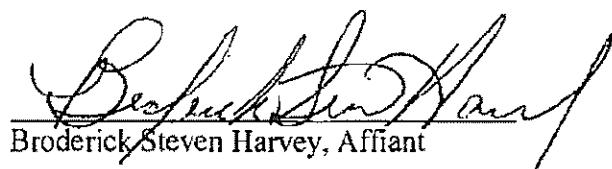
19. Mr. Cooper has tracked my career since I left Dallas and the comedy club. Each time I have been hired for a television show, Mr. Cooper would contact the owners or principals

to inform them of the potentially embarrassing material and or tapes and attempt to have them influence me to pay him for the tapes.

20. As for the value of the video, tapes, or film, I do not believe they are worth \$20,000,000.00 to \$30,000,000.00 and no information has been presented to substantiate Mr. Cooper's claim.

21. Contrary to his representation, I have never agreed or offered to pay Mr. Cooper \$5,000,000.00 for the tapes of my performances.

22. Any contact made by me or my representatives with Music Video Distributors was initiated by their representatives. We merely notified them that we have no relationship with Joseph Cooper. Any arrangement that they have or had with Mr. Cooper or decisions they made as to whether to do business with Cooper is not based on any other representations made by me or my representatives.


Broderick Steven Harvey, Affiant

SWORN AND SUBSCRIBED TO BEFORE ME on September 25, 2015, to certify which
witness my hand and seal of office.

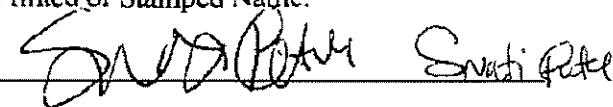


My Commission Expires:

May 2018

NOTARY PUBLIC IN AND FOR
THE STATE OF Georgia

Printed or Stamped Name:

 Swati Patel

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF TEXAS
3 DALLAS DIVISION
4 JOSEPH COOPER,)
5 Plaintiff,)
6 VS.) CAUSE NUMBER:
7 BRODERICK STEVEN "STEVE") 3:14-CV-04152-B
8 HARVEY,)
9 Defendant.)

10
11
12 *****
13 VIDEOTAPED ORAL DEPOSITION OF
14 JOSEPH COOPER
15 OCTOBER 23, 2015

18 On the 23rd day of October, 2015, at 10:24 a.m.,
19 the videotaped oral deposition of JOSEPH COOPER was
20 taken at the instance of the Defendant, before
21 Michelle L. Munroe, Certified Shorthand Reporter
22 in and for the State of Texas, at Bennett, Weston,
23 Lajone & Turner, P.C., 1603 LBJ Freeway, Suite 280,
24 Dallas, Texas, pursuant to Federal Rules of Civil
25 Procedure and the agreement hereinafter set forth.

1 A P P E A R A N C E S

2 FOR THE PLAINTIFF:

3 Mr. J. Michael Weston
4 BENNETT, WESTON, LAJONE & TURNER, P.C.
5 1603 LBJ Freeway
6 Suite 280
7 Dallas, Texas 75234
8 214.691.1776 telephone
9 855.741.1776 fax

10 FOR THE DEFENDANT:

11 Mr. Aubrey "Nick" Pittman
12 THE PITTMAN LAW FIRM, P.C.
13 100 Crescent Court
14 Suite 700
15 Dallas, Texas 75201
16 214.459.3454 telephone
17 24.853.5912 fax
18 pittman@thepittmanlawfirm.com

19 Mr. Wendle Van Smith
20 ANDERSON AND SMITH
21 7322 Southwest Freeway
22 Suite 2010
23 Houston, Texas 77074
24 713.622.5522 telephone
25 713.995.1499 fax
wendle1v@flash.net

19 ALSO PRESENT:

20 Will Rain, Video Technician

PROCEDING

2 THE VIDEOGRAPHER: We are now on the
3 record for the video deposition of Joseph Cooper.
4 The time is 10:24 a.m. on October 23, 2015. This is
5 the matter of Joseph Cooper versus Broderick Steven
6 "Steve" Harvey, Cause Number 3:14-CV-04152-B. This
7 is being held in the United States District Court for
8 the Northern District of Texas, Dallas Division.

9 The court reporter is Michelle Munroe
10 and the videographer is Will Rain, both are
11 representatives of DepoTexas.

12 Now, will counsel please state their
13 appearances for the record.

14 MR. WESTON: My name is Michael
15 Weston. I'm appearing for Joseph Cooper.

16 MR. PITTMAN: Aubrey "Nick" Pittman on
17 behalf of the defendant.

18 JOSEPH COOPER,

19 having been first duly sworn, testified as follows:

EXAMINATION

21 BY MR. PITTMAN:

22 Q. Will you state your full name for the
23 record?

24 A. Joseph Cooper.

25 Q. Do you have a middle name?

1 A. Edward.

2 Q. What's your date of birth?

3 A. 11/27/56.

4 Q. And what's your current home address?

5 A. 2029 Town East Boulevard.

6 Q. Do you have a business address?

7 A. No.

8 Q. Are you currently employed?

9 A. Yes, uh-huh.

10 Q. Who do you work with?

11 A. I'm independent. I'm a video producer.

12 Q. Sir, can you give us an account of your
13 educational history since high school?

14 A. Just high school, only finished high
15 school.

16 Q. Have you attended any type of vocational
17 training or business training-type courses since
18 high school?

19 A. No.

20 Q. Did you attend any type of courses that
21 taught you anything about videography?

22 A. No.

23 Q. How did you learn videography?

24 A. Well, I began to do work independently and
25 I just found my way. I worked with people at the TV

1 A. Yes. Yes, it's -- it's involved in -- in
2 the contract.

3 Q. And you did not produce any of those
4 contracts in this lawsuit, correct?

5 A. Well, I produced some. I don't know
6 exactly which ones.

7 Q. Well, I'm speaking of between 1984 and
8 1992, you did not produce a contract, correct?

9 A. No, I don't think I did. Those are way
10 back older ones.

11 Q. What was your primary source of income
12 between 1984 and 1992?

13 A. Video production.

14 Q. And did you have a company at that time?

15 A. Yes.

16 Q. What was the company called?

17 A. Close Up Video Productions.

18 Q. Now, that -- that -- that's not a
19 corporation, correct?

20 A. No, sir.

21 Q. That's a d/b/a?

22 A. Yes, sir, uh-huh.

23 Q. And how do you report income?

24 A. How?

25 Q. Yes, sir.

1 A. It's back in '84.

2 Q. Is that your full-time occupation?

3 A. Yes.

4 Q. Have you ever had any employees?

5 A. No. No.

6 Q. Have you ever had any partners?

7 A. No.

8 Q. What's the business of Close Up Video?

9 A. Just producing videos; corporate videos,
10 civic, social, and TV commercials for small business
11 owners.

12 Q. Do you have a specialty?

13 A. Specialty?

14 Q. Yes, sir.

15 A. No, just covering all those services.

16 Q. Now, in -- in the 1984 to, say, 1992 time
17 frame --

18 A. Yes, sir.

19 Q. -- did you ever do any video of any
20 stand-up comedians?

21 A. Yes, uh-huh, yes.

22 Q. Who between 1984 and 1992?

23 A. Oh, I had a number of -- they're not
24 famous people. These are all people going into
25 talent shows and stuff like that. They're not

1 A. Well, not -- not -- not listed from a --
2 from a program. See, when we're doing shows like
3 fashion shows, civic programs, there is an agreement
4 between my -- myself and the person who hired us
5 that we will sell videos to the audience.

6 Q. Is that -- is that in the -- your video
7 contract?

8 A. Yes.

9 Q. Okay.

10 A. Yes.

11 Q. And that's my question, I guess. And we
12 can look at one in a second. But --

13 A. Uh-huh.

14 Q. -- if there's nothing in the video
15 contract that says that you're going to sell the
16 videos or CD's, then that means that that wasn't
17 part of the agreement, correct?

18 A. Well, it's not discussed, no, if it's not
19 something we need to do.

20 Q. Now, you have -- you have reported income
21 from Close Up Video each year since 1992 --

22 A. Uh-huh.

23 Q. -- correct?

24 A. Uh-huh.

25 Q. Is that correct?

1 Q. Have you had any other type of experience
2 besides experience you say you have in negotiating
3 your recording contracts, do you have any other
4 experience in negotiating any type of entertainment
5 contracts?

6 A. No, sir.

7 Q. Have you ever negotiated a contract where
8 somebody was giving up their copyrightable works?

9 A. Not to my knowledge.

10 Q. Have you ever taken any -- any classes or
11 courses on how to interpret terms within a contract?

12 A. No, sir.

13 Q. You have never testified in a case about
14 what a contract means, have you?

15 A. No, sir.

16 Q. Have you ever sued anyone else besides
17 Mr. Harvey in -- as it relates to your video
18 recording services?

19 A. No, sir.

20 Q. Now, you have been sued before?

21 A. Yes, sir.

22 Q. On how many occasions have you been sued?

23 A. Once.

24 Q. Who was that?

25 A. That was way back in 2000.

1 just guest performers.

2 Q. Now, when -- when you talked to Mr. Harvey
3 on March 20th, 1993 --

4 A. Yes, sir.

5 Q. -- what price did you quote for him for
6 the work you were going to do?

7 A. I told him \$2,000.

8 Q. And that -- that was based on your -- your
9 looking at the club, correct?

10 A. Yes, sir.

11 Q. Understanding what was going to be
12 required --

13 A. Uh-huh.

14 Q. -- correct? Correct?

15 A. Yes, sir.

16 Q. Understanding exactly what was going to be
17 required of you in terms of postproduction?

18 A. Yes, sir.

19 Q. And based on your evaluation, you made a
20 quote to Mr. Harvey that you could do all of this
21 work for \$2,000 --

22 A. Yes, sir.

23 Q. -- is that correct?

24 A. Uh-huh.

25 Q. And what was the total contract price?

1 A. \$2,165.

2 Q. Okay. Now, did you ever -- after you left
3 there on March 20th, did you ever send Mr. Harvey
4 anything in writing summarizing your understanding
5 with him?

6 A. No. No.

7 Q. And you -- you believe that the
8 discussions you had with him on March 20th were
9 memorialized in some written document, correct?

10 A. Yes, uh-huh.

11 Q. And that is what you're calling the video
12 contract --

13 A. Yes, sir.

14 Q. -- is that right?

15 Now, when you -- when you went out to
16 Mr. Harvey's shop, did you take a video contract
17 with you?

18 A. When I did what, sir?

19 Q. When you went to Steve Harvey Comedy
20 House --

21 A. Uh-huh.

22 Q. -- did you take a video contract with you?

23 A. Oh, yes.

24 Q. Okay.

25 A. Uh-huh, uh-huh.

1 Q. And so the -- the -- the video contract
2 that you took with you, that was a blank document?

3 A. Yes, sir, uh-huh.

4 Q. Who prepared or drafted that template for
5 you?

6 A. Oh, that was a company that prints them
7 for me.

8 Q. It's called New England Business Services?

9 A. Yes, sir.

10 Q. And -- and that also called NEBS --

11 A. Yes.

12 Q. -- is that right?

13 A. Uh-huh.

14 Q. N-E-B-S?

15 A. Yes, sir.

16 Q. As part of -- or strike that.

17 Do you have to have a membership in NEBS?

18 A. No.

19 Q. As part of the arrangement you had with
20 NEBS, did you provide the language for them to put
21 on the business form?

22 A. No.

23 Q. This is something that they --

24 A. Uh-huh.

25 Q. -- prepare?

1 A. Yes, sir.

2 Q. And I just -- I just want to ask you about
3 the two checks that are on Exhibit 5.

4 A. Uh-huh.

5 Q. The two checks that are listed on
6 Exhibit 5, are those for payments of the video
7 invoice contract that's Exhibit 1?

8 A. For the video contract Exhibit 1, yes.

9 Q. Okay. And, sir, just -- just so that
10 we're clear -- and again, going back on Exhibit 1,
11 it shows a balance that was due.

12 Exhibit 1 was paid in full by Mr. Harvey
13 and/or his Comedy House, correct?

14 A. Yes, sir.

15 Q. So there's no balance outstanding on the
16 video services that you rendered for Mr. Harvey,
17 correct?

18 A. No.

19 Q. Is that correct?

20 A. Yes, sir.

21 Q. Now, besides the video services that we
22 have -- that we have discussed in Exhibit 1 --

23 A. Yes, sir.

24 Q. -- what other services do you say you
25 rendered for Steve Harvey or the Steve Harvey Comedy

1 that you were supposed to provide -- let's start
2 with the section that says "services include."

3 A. Kind of hard to read. The first part I
4 can't see.

5 Q. It says "produce," doesn't it?

6 A. Sir?

7 Q. Doesn't it say "produce"? The first word
8 says "produce," doesn't it?

9 A. I can't see on this one, actually. Okay.
10 Looks like, Produce videotapes of promotional
11 materials from the -- I can't read it, actually.

12 Q. "Facility," doesn't it?

13 A. Sir?

14 Q. Doesn't that say "facility"?

15 A. On this one, I can't see it. It didn't
16 duplicate good. Yeah, it's "facility."

17 Q. Sir, let me read and you tell me if I'm
18 reading it wrong.

19 A. Okay.

20 Q. It says, Services include, quote, produce
21 videotapes of promotional material from the facility
22 including interior shots, audience, stage
23 performers -- stage performances, and graphics with
24 official logos, period. Tape will also include
25 names, dates and music --

1 A. Uh-huh.

2 Q. -- sound tracks, period. Tapes will be
3 looped for continuous play before, during and after
4 show performances.

5 A. Yes.

6 Q. Did I read that correctly?

7 A. Yes, sir.

8 Q. And that's what you agreed to?

9 A. Yes, sir.

10 Q. And it -- in terms of the tapes, it's got
11 "VHS" checked and "other" checked?

12 A. Yes.

13 Q. Do you see that?

14 A. Uh-huh.

15 Q. What "other" were you referring to?

16 A. The broadcast tapes.

17 Q. Okay. And did you use any official logos?

18 A. Yes.

19 Q. What logos did you use?

20 A. The official logos that Mr. Harvey gave
21 me.

22 Q. Okay. So they're not logos that you
23 produced?

24 A. No.

25 Q. They're logos that he provided to you,

1 correct?

2 A. Logos he provided to me to put --

3 Q. And those were his copyrighted logos,

4 correct?

5 A. Yes, sir.

6 Q. Now, in terms of the first part of this,
7 it says, Produce videotapes of promotional material.

8 A. Uh-huh.

9 Q. When, if at all, did you produce the
10 videotapes of promotional material?

11 A. Well, I started producing the first night.

12 Q. Okay.

13 A. Uh-huh. First night I started shooting.
14 It was all to be so we can use the content to put
15 together the promotional materials, including
16 commercials.

17 Q. Okay. Now, did you ever provide
18 Mr. Harvey with -- let's take 1993.

19 In 1993 after this document was signed by
20 you on March 20, 1993 --

21 A. Yes, sir.

22 Q. -- did you ever provide Mr. Harvey with
23 the raw footage that you taped?

24 A. No.

25 Q. Have you ever to this day provided

1 Mr. Harvey with -- with all of the raw footage that
2 you produced?

3 A. No, that's not the agreement.

4 Q. Have you ever provided Mr. Harvey with --
5 with the -- with all of the videotapes that you
6 subsequently edited and post-produced?

7 A. No.

8 Q. Now, can you -- can you read into the
9 record or do you need me to read into the record the
10 additional services that are requested in Exhibit 1?

11 A. Well, my copy, again, this one didn't
12 duplicate that well.

13 Q. Well, you and I are reading from the same
14 copy.

15 A. Sir?

16 Q. You and I are reading from the same copy.

17 A. Well, as you can see, that one didn't --
18 you can't hardly see it. If you can read it, I can
19 confirm, you know, if that's what it is. But
20 it's...

21 Q. Okay. So it looks like it says, Video
22 footage from KKDA Apollo Night, buffet and --

23 A. Lobby --

24 Q. Yes.

25 A. -- area. Yeah, lobby area.

1 Q. -- lobby area, mingling with Mr. Harvey --

2 A. And guests.

3 Q. -- and guests. Business networking
4 footage.

5 Do you see that?

6 A. Yes, sir.

7 Q. Okay. So those were the additional
8 services you were to perform, correct?

9 A. Some of them.

10 Q. Well, those were additional services
11 that's in Exhibit 1, correct?

12 A. Yes, sir, uh-huh.

13 Q. And you don't have any other document
14 besides Exhibit 1 that lists the services that you
15 were supposed to provide to the Steve Harvey Comedy
16 House or Mr. Harvey, correct?

17 A. No, sir.

18 Q. Is that correct?

19 A. Yes.

20 Q. Now, in terms of the additional services,
21 the video footage from KKDA Apollo Night, so on and
22 so forth, and the mingling in the lobby area, did
23 you videotape that?

24 A. Yes.

25 Q. Did you ever produce any videotapes of

1 that mingling and the KKDA Apollo Night?

2 A. Yes.

3 Q. And did you provide that to Mr. Harvey?

4 A. No, sir, that's not the agreement.

5 Q. Okay. And, in fact, to this very day you
6 have not provided that footage to Mr. Harvey,
7 correct?

8 A. No, sir.

9 Q. Is that correct?

10 A. No, sir.

11 Q. That's not correct? Is it correct that
12 you have not provided it?

13 A. The footage, yeah, was at the club, yes.
14 I didn't hand it to him but we -- we used it at the
15 club.

16 Q. My question is: Have you provided that
17 video footage to Mr. Harvey?

18 A. Yes. At the club, uh-huh.

19 Q. How did you provide it to him?

20 A. Well, we would -- anything we had to play
21 in the club, we would play it in the club. I would
22 give it to the DJ. He controls all the video in the
23 back. Yeah, he controlled all that.

24 Q. And did you -- did you provide a physical
25 copy of that to Mr. Harvey?

1 A. To his worker, Tony. Yeah, he was the man
2 in charge of the video.

3 Q. So --

4 A. That's who he told me to give it to.

5 Q. So in terms of the footage --

6 A. Yes, sir.

7 Q. And I -- and I just want to make sure I'm
8 understanding.

9 There are sort of two separate aspects of
10 your videotaping.

11 A. Okay.

12 Q. Okay. One is the actual performance on
13 the stage?

14 A. Uh-huh.

15 Q. And the other is sort of the crowd area --

16 A. Yes, sir.

17 Q. -- where -- where you're recording maybe
18 in between --

19 A. Uh-huh.

20 Q. -- performances --

21 A. B-roll.

22 Q. -- correct?

23 A. Yes, sir.

24 Q. B-roll.

25 It's your testimony that the A-roll you

1 never gave to Mr. Harvey, correct?

2 A. Well, I gave him finished products of both
3 A-roll and B-roll. I mean, I gave him finished
4 products. That's what I gave him.

5 Q. When did you give him finished product?

6 A. Well, back when we were working on it. We
7 did a number of promotional videos and commercials,
8 a number of them.

9 Q. Okay. I'm speaking of the footage.

10 A. No, the footage I own.

11 Q. Okay.

12 A. Uh-huh.

13 Q. Well, that's -- that's not my question.

14 A. Okay.

15 Q. My -- my question is: Did you ever give
16 Mr. Harvey the footage of the performances that you
17 taped?

18 A. Are you talking copies or original?

19 Q. Well, let -- let's start with the
20 original.

21 A. No, sir.

22 Q. Did you give him -- have you ever given
23 Mr. Harvey -- you said you had 120 hours of footage.

24 A. Uh-huh.

25 Q. Have you ever given Mr. Harvey 120 hours

1 of footage?

2 A. No, sir. That's not the agreement.

3 MR. PITTMAN: Objection;

4 nonresponsive.

5 Q. You haven't give it to him, correct?

6 A. No, sir.

7 Q. Okay. And have you ever given Mr. Harvey
8 all of the footage of the B-roll?

9 A. No, that's original footage.

10 Q. Have you ever given Mr. Harvey a copy of
11 the 120 hours you taped?

12 A. That's not the agreement, no, sir.

13 Q. So you have not?

14 A. No, sir, not the agreement. We never
15 agreed -- he never wanted it. We never agreed to
16 that.

17 Q. Sir, I'm just -- I'm just asking you.

18 A. Oh, okay. Yes, sir.

19 Q. That's for a jury to decide.

20 A. Okay.

21 Q. Okay. My -- my question is: You did
22 not -- you have never given Mr. Harvey 120 hours of
23 video, correct?

24 A. No, sir.

25 Q. Is that correct?

1 A. Yes, sir.

2 Q. And you have never given Mr. Harvey all of
3 this B-roll, correct?

4 A. It's original footage, no, sir.

5 Q. You have not given it to him?

6 A. The original footage, no, sir.

7 Q. Is it correct you have not given it to
8 him?

9 A. No, sir -- oh, it's correct that I
10 haven't, yes, sir, uh-huh.

11 Q. Okay. Now, in -- in the language that's
12 on Exhibit 1, do you see where it says -- okay, it
13 says, The studio reserves the right to use the
14 original tape and/or reproductions for display,
15 publication or other purposes.

16 Correct?

17 A. Yes, sir.

18 Q. And this is not your language --

19 A. No, sir.

20 Q. -- is that right?

21 Did anyone ever explain to you what it
22 meant by "display"?

23 A. No, sir.

24 Q. Did anyone ever explain to you what it
25 meant by "publication"?

1 A. Copies. We would sell -- his introduction
2 of performers that would come on stage, we would use
3 his introduction. Steve would introduce everybody
4 who came up. So we would use the clip of his
5 introduction only, not footage of him.

6 Q. Okay. So --

7 A. Yeah, introduction only.

8 Q. Okay. So in 1994, you did not sell any
9 footage of Mr. Harvey's performances?

10 A. Right.

11 Q. In 1995, did you sell any footage of
12 Mr. Harvey's performance?

13 A. No, sir.

14 Q. In 1996 did you prepare and sell any
15 videos of Mr. Harvey's performances?

16 A. No, sir.

17 Q. In 1997 did you prepare or sell any videos
18 of Mr. Harvey's performances?

19 A. No, sir.

20 Q. And then in 1998, you made contact with
21 the person who was then Mr. Harvey's manager and
22 told him that you were wanting to sell some video of
23 Mr. Harvey's performances, correct?

24 A. No, sir.

25 Q. Did -- do you recall in 1998 you contacted

1 received it.

2 Q. Okay. Well, let me read you what you
3 wrote.

4 A. Okay.

5 Q. On January 16, 1998, Cooper contacted
6 Harvey's manager, Juan Hull, to tell Harvey of the
7 finished product and Cooper's desire to market,
8 promote, and share the earnings and finish the work
9 that Cooper had started.

10 Is that true?

11 A. Yes.

12 Q. Okay. Then your next sentence here says,
13 Harvey called back and asked Cooper to send him the
14 project so he could see, quote, see what we had,
15 close quote.

16 Does that refresh your recollection?

17 A. Yeah, if that's what I wrote there. I
18 wrote that back in -- when it happened so...

19 Q. Well, I'm asking you what happened.

20 Did --

21 A. Yeah.

22 Q. Did you talk to Juan Hull first or did you
23 talk to Mr. Harvey first?

24 A. I'm not sure what I talked to -- I know I
25 sent the package. That, I know.

1 So you didn't --

2 A. I offered it to him.

3 Q. Okay.

4 A. Uh-huh.

5 Q. So you made an offer to Mr. Harvey in July
6 of 1998, correct?

7 A. Yes.

8 Q. And he didn't accept it?

9 A. No.

10 Q. Is that correct?

11 A. Okay. This is what Ricky Anderson said.

12 That's what he said. Mr. Harvey never said that.

13 Q. Well, that wasn't my question.

14 My -- my question to you is that the --
15 the written agreement of 50/50 that you offered to
16 Mr. Harvey in July of 1998, he did not accept that,
17 did he?

18 A. I don't have a written agreement --

19 Q. Well, you --

20 A. -- for 50/50.

21 Q. No. Here your writing --

22 A. Uh-huh.

23 Q. -- says, I didn't say I had a written
24 agreement, I offered that to you.

25 A. Right.

1 Do you see that?

2 A. Yes.

3 Q. That's correct, isn't it?

4 A. Yes.

5 Q. And in the last paragraph, Mr. Rowe says
6 that, Mr. Harvey allegedly agreed to purchase the
7 tapes in October 1998.

8 Do you see that?

9 A. Yes.

10 Q. Is that when you say it happened?

11 A. Yes.

12 Q. And again, you did not file a lawsuit?

13 A. No.

14 Q. Four years after 1998, you did not file a
15 lawsuit?

16 A. No, sir.

17 Q. Sir, isn't it true that since the very
18 start in 1998 when you made that call, Mr. Harvey
19 and his attorneys and his manager have always told
20 you that -- that Mr. Harvey did not give you
21 authorization to -- for you to sell those tapes?

22 A. No.

23 Q. Is there anything in writing where
24 Mr. Harvey, his attorney, or his manager have
25 indicated to you that you have the right to sell

1 Q. Any other breach?

2 A. And 2010.

3 Q. Any other breach?

4 A. Not off the top of my head.

5 Q. Okay. So the -- the breach that you
6 allege happened in 1998 -- and again, all I'm
7 speaking of now is breaches of what you consider to
8 be Exhibit 1.

9 A. Uh-huh, yes, sir.

10 Q. How did Mr. Harvey breach it in 1998?

11 A. Well, he first told me we were working
12 together and then he went and sneaked and filed
13 the -- a case.

14 Q. Sir, I'm simply talking about Exhibit 1.

15 A. Yeah, that's what I mean.

16 Q. Okay.

17 A. That's what I'm talking about.

18 Q. Now, where in Exhibit 1 does it say y'all
19 are going to work together?

20 A. We were already working together, sir.

21 Q. Where in Exhibit 1 --

22 A. It's not in the exhibit.

23 Q. Okay. So --

24 A. Yeah, but we were working together.

25 Q. So all I'm asking you about now is

1 A. Okay.

2 Q. Now, at some point you started having
3 conversations with Music Video Distributors,
4 correct?

5 A. Uh-huh. Yes, sir. Yes, sir.

6 Q. And in paragraph 39, is that what you're
7 referring to --

8 A. Yes, sir.

9 Q. -- when you say, The proposed licensing
10 and distribution agreement?

11 A. Yes, sir.

12 Q. Now, Music Video Distributors reached out
13 to Mr. Harvey because you told them to, correct?

14 A. No, sir.

15 Q. Well, you told them about the litigation,
16 didn't you?

17 A. Sir?

18 Q. You told Music Video about your previous
19 litigation with Mr. Harvey about whether you owned
20 the rights, correct?

21 A. No.

22 Q. Okay. Look at the last sentence in
23 paragraph 39. Can you read that, sir, into the
24 record?

25 A. Cooper disclosed to Music Distributors his

1 previous litigation with Harvey.

2 Q. And -- and you knew that this would lead
3 to Music Video Distributors having a conversation
4 with Mr. Harvey's attorney, didn't you?

5 A. No. No, I just disclosed -- when I'm
6 talking to people about distribution, I disclose
7 everything to them.

8 Q. You -- you disclosed that there's a
9 dispute as to whether you had the rights, correct?

10 A. Yes.

11 Q. And so it didn't surprise you, did it,
12 sir, that Music Videos wanted to talk to a lawyer
13 about this dispute?

14 A. Well, no, all -- all distributors are
15 going to do due diligence, of course, yeah, I
16 expected that.

17 Q. Okay. So -- so it didn't surprise you
18 that there was a conversation between Mr. Anderson
19 and Music Video Distributors' attorney, did it?

20 A. Yes.

21 Q. It -- it surprised you that --

22 A. Yes, it did, that he told them what he
23 told them.

24 Q. Sir, let me finish my question.

25 A. Okay. I'm sorry. Go ahead.

1 telling you what you needed to do.

2 And you cut off that conversation and did
3 not produce the rest of it; isn't that true, sir?

4 A. I don't know what -- what you're actually
5 talking about. I would have to see what you're
6 talking about, sir.

7 (Exhibit 32 marked.)

8 Q. Let me give you what I have marked as
9 Exhibit 32.

10 A. Do you recognize Exhibit 32?

11 A. Yes.

12 Q. What is it?

13 A. It's a poster display of the videos.

14 Q. Where was it used?

15 A. Well, it hadn't been developed. It hadn't
16 been used yet. It was to be used in the marketing.

17 Q. Well, you developed it in 2013?

18 A. Do what, sir?

19 Q. You developed it in 2013 or before?

20 A. I can't remember when it was, but it was
21 developed.

22 Q. Did you send it to Mr. Harvey and ask for
23 his permission to use that?

24 A. No. No, sir.

25 (Exhibit 33 marked.)

1 Q. Hand you a copy of what's marked as
2 Exhibit 33.

3 A. Uh-huh.

4 Q. What is that?

5 A. That's the Internet -- that's a page from
6 the Internet from their website.

7 Q. And this is something that you were using
8 in 1999, correct?

9 A. Yes.

10 Q. And the website address
11 www.steveharveyvideos --

12 A. Uh-huh.

13 Q. -- that's a website that you control,
14 isn't it, sir?

15 A. Yes.

16 Q. And these pictures are of Mr. Harvey,
17 correct?

18 A. Sure.

19 Q. And here you say, Joseph Cooper and Steve
20 Harvey teamed up.

21 Correct?

22 A. Yes.

23 Q. Did you ever send this to Mr. Harvey and
24 ask for permission to use his name in the website?

25 A. I didn't need to.

1 Q. So you did not?

2 A. No, sir.

3 Q. Did you ever ask Mr. Harvey for permission
4 to use his name and pictures in this ad?

5 A. I didn't need to.

6 Q. So you did not?

7 A. No, sir.

8 Q. And again, the -- the only place where you
9 believe it indicates that you have the right to use
10 his name or image is in Exhibit 1?

11 A. Uh-huh.

12 Q. Is that true?

13 A. Yes. That's the governing document.

14 (Exhibit 34 marked.)

15 Q. Let me give you a copy of what I have
16 marked as Exhibit 34.

17 Do you recognize Exhibit 34?

18 A. Yes.

19 Q. What is it?

20 A. That's an order page on the commercials.

21 Q. And the address that's listed for the
22 payment, whose address is that?

23 A. That's an old address I had.

24 Q. Old one of you, correct?

25 A. Yes.

1 Q. And this ad had Mr. Harvey's name,
2 correct?

3 A. Sure.

4 Q. Has his picture, correct?

5 A. Sure.

6 Q. And you didn't ask for his permission --

7 A. I didn't need to.

8 Q. -- to use this?

9 So you didn't ask for it?

10 A. No, sir.

11 Q. Sir, at some point you started trying to
12 sell Mr. Harvey's videos to other people, correct?

13 A. Meaning what? I don't understand what
14 that question is.

15 Q. Well, you tried to --

16 A. You mean to other --

17 Q. You tried to sell what you thought was
18 damaging and explosive footage to embarrass
19 Mr. Harvey, correct?

20 A. Yes.

21 Q. And that was your -- your -- your intent.
22 And the more damaging, salacious and explosive it
23 was, the better for you, correct?

24 A. I was selling it to the tabloids. That's
25 their market.

1 STATE OF TEXAS)

2 COUNTY OF DALLAS)

3 I, Michelle L. Munroe, Certified Shorthand
4 Reporter in and for the State of Texas, certify that
5 the foregoing deposition of JOSEPH COOPER was
6 reported stenographically by me at the time and place
7 indicated, said witness having been placed under oath
8 by me, and that the deposition is a true record of
9 the testimony given by the witness;

10 That the amount of time used by each party at
11 the deposition is as follows:

12 Mr. Pittman - 5 hours, 40 minutes

13 I further certify that I am neither counsel for
14 nor related to any party in this cause and am not
15 financially interested in its outcome.

16 Given under my hand on this the 3rd day
17 of November, 2015.

18

19

20

21 Michelle L. Munroe, CSR No. 6011
22 Commission expires 12-31-15
23 DEPOTEXAS, Registration # 459
24 SUNBELT REPORTING, Registration #301
25 6500 Greenville Avenue
Suite 445
Dallas, Texas 75206
214.373.4977 telephone
214.363.7758 fax

ORIGINAL

Joseph Cooper vs.
Broderick Steven "Steve" Harvey

Broderick Steven "Steve" Harvey
10/26/2015

10 ORAL DEPOSITION OF
11 BRODERICK STEVEN "STEVE" HARVEY
12 OCTOBER 26, 2015

ANSWERS AND DEPOSITION of BRODERICK STEVEN
"STEVE" HARVEY, a witness produced on behalf of the
Plaintiff, taken in the above styled and numbered cause
on the 26th day of October, 2015, before Lisa Simon, a
Certified Court Reporter in and for the State of Texas,
taken in the offices of Depo Texas, 1201 Elm Street,
Suite 5220, City of Dallas, County of Dallas, State of
Texas, in accordance with the Federal Rules of Civil
Procedure and Stipulations hereinafter set forth.

Joseph Cooper vs.
Broderick Steven "Steve" Harvey

Broderick Steven "Steve" Harvey
10/26/2015

1 A P P E A R A N C E S
2

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26 COUNSEL FOR THE DEFENDANT

27
28
29
30
31 ALSO PRESENT:
32 Mr. Joseph Cooper

Joseph Cooper vs.
Broderick Steven "Steve" Harvey

Broderick Steven "Steve" Harvey
10/26/2015

1

PROCEEDINGS:

2

THE REPORTER: This the Oral Deposition
3 of Broderick Steven "Steve" Harvey taken at Depo Texas,
4 1201 Elm Street, Suite 5220, Dallas, Texas, 75270 on
5 October 26, 2015. The time is approximately 10:01 a.m.
6 My name is Lisa Simon, with the firm of Steven H. Gentry
7 & Associates, Inc., 5115 North Galloway Avenue, Suite
8 202, Mesquite, Texas 75105.

9

If counsel would please state their
10 appearances on the record.

11

MR. WESTON: My name is Michael Weston.
12 I'm the attorney for Joseph Cooper.

13

MR. PITTMAN: Aubrey "Nick" Pittman for
14 defendant.

15

MR. SMITH: Wendle Van Smith for

16 defendant.

17

BRODERICK STEVEN "STEVE" HARVEY,
18 having been first duly sworn, testified as follows:

19

EXAMINATION

20 BY MR. WESTON:

21

Q. Please state your full name.

22

A. Broderick Steven Harvey.

23

Q. Are you also known as Steve Harvey?

24

A. Yes, sir.

25

Q. You're an entertainer?

Joseph Cooper vs.
Broderick Steven "Steve" Harvey

Broderick Steven "Steve" Harvey
10/26/2015

1 A. Yes, sir.

2 Q. Have you ever had your deposition taken
3 before.

4 A. I don't think so. Once in a divorce, yeah.

5 Q. The basic rules you know about a deposition,
6 that the -- I'm going to be asking you questions. You
7 are speaking quietly today. You need to keep in mind
8 that the person you're really talking to is the court
9 reporter. She needs to be able to hear your answers.

10 Do you understand that?

11 A. Yes.

12 Q. And you're also doing very well already on one
13 of them. You always need to answer questions out loud.
14 Huh-uh, huh-uh don't mean anything. Say yes or no.

15 A. Yes.

16 Q. The other thing is, if you don't understand my
17 question, don't answer it. If you want me to repeat the
18 question or there's something about the question you
19 can't answer, feel free to tell me you can't answer it.

20 Do you understand that?

21 A. Yes.

22 Q. The other thing is, sometimes I have a
23 tendency to interrupt. I try very hard not to
24 interrupt. I'd like you to do the same thing. Let me
25 finish my question before you start answering it. I

EDWARD SEAMAN

Page 1

IN THE UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF TEXAS

DALLAS DIVISION

- - -
JOSEPH COOPER :
: :
v. : Case No. 3:14-cv-04152-B
: :
BRODERICK STEVEN "STEVE" :
HARVEY :
- - -

Tuesday, November 3, 2015

- - -
Deposition of EDWARD SEAMAN, taken at the

offices of MVD Entertainment Group, 203 Windsor Road,

Pottstown, Pennsylvania 19464, on the above date,

beginning at 2:00 p.m., before Brad Tratenberg, Court

Reporter and Notary Public.

- - -

EDWARD SEAMAN

Page 2

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Inc.
18

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24

EDWARD SEAMAN

Page 3

	I N D E X	PAGE
1		
2	WITNESS	
3	EDWARD SEAMAN	
4	By Mr. Erick -----	4
5	By Mr. Pittman -----	28
6	-----	
7		
8		
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EDWARD SEAMAN

Page 4

1 MR. ERICK: This is under the federal
2 rules. So everyone will agree to use that.
3 Beyond that, I don't believe there are any
4 additional agreements.

5 - - -

6 ...EDWARD SEAMAN, having been duly
7 sworn, was examined and testified as follows:

8 BY MR. ERICK:

9 Q Please state your name for the record.

10 A Ed Seaman.

11 Q Hi, Mr. Seaman. My name is Casey Erick and I
12 represent the plaintiff, Mr. Joseph Cooper, in this
13 lawsuit against Steve Harvey. Do you understand who I
14 am and who I represent?

15 A I do.

16 Q I want to ask some background questions about
17 you, beginning with your current position at Music Video
18 Distributors. What is your title at the company?

19 A I am the COO and the general manager.

20 Q Just generally, what are some of your
21 responsibilities?

22 A Overseeing the staff, looking out for products
23 acquisition, content. I do the business and legal
24 affairs. I oversee the finances. I run the operation.

EDWARD SEAMAN

Page 18

1 Q Any other examples that you thought of at the
2 time when you were evaluating this proposal with Mr.
3 Cooper?

4 A No, not off the top of my head.

5 Q Now, after this proposed agreement, after you
6 sent the proposed agreement to Mr. Cooper, did you have
7 a conversation with or did Mr. Harvey's attorney contact
8 you?

9 A There was --

10 MR. GOLLAND: Just answer yes or no,
11 Ed.

12 THE WITNESS: I'm trying to understand
13 the question. I remember that something in
14 the -- I think when we got to the point of
15 doing an advance, I asked for Mr. Cooper's
16 proof of the content and ownership. And I
17 don't know that I felt great about what I saw
18 in that proof of ownership. And I asked my
19 attorney to take a look.

20 MR. GOLLAND: Ed, he just asked you if
21 Mr. Harvey's attorney talked to you.

22 THE WITNESS: I'm sorry.

23 MR. GOLLAND: The question was just did
24 you have a conversation with Mr. Harvey's

EDWARD SEAMAN

Page 19

1 attorney during that period?

2 THE WITNESS: No, I did not.

3 BY MR. ERICK:

4 Q At any point, did Mr. Steve Harvey's attorneys

5 contact you about the proposed agreement with Mr.

6 Cooper?

7 A Not to me, no.

8 Q Did Mr. Harvey's attorney contact your
9 attorney?

10 A I don't think they contacted my attorney, no.

11 Q Did anybody communicate from your company to
12 Steve Harvey's attorneys?

13 A Not from my company, no.

14 Q From what company?

15 A From Michael Golland. And our attorney
16 contacted their attorney.

17 Q I'm sorry. When I said "you," I'm referring to
18 your company, not personally. I mean the company's
19 attorney, Mr. Golland.

20 A Okay. Then yes.

21 Q I need to clarify. Mr. Harvey's attorneys
22 contacted Music Video Distributors' attorney at the
23 time, Mr. Michael Golland, correct?

24 MR. GOLLAND: I think the distinction

EDWARD SEAMAN

Page 20

1 is they didn't contact Music Video
2 Distributors. Music Video Distributors through
3 my office contacted Mr. Harvey's attorney. So
4 I think that's where the distinction is.

5 THE WITNESS: Correct.

6 BY MR. ERICK:

7 Q Mr. Seaman, it's your understanding that your
8 attorney, or the company's attorney rather, contacted
9 Mr. Harvey's attorney? True?

10 A Correct.

11 Q Now, why did your attorney contact Mr. Harvey's
12 attorney?

13 MR. GOLLAND: Objection. That calls
14 for him to potentially divulge our
15 communication, which would be privileged.

16 MR. ERICK: All right.

17 BY MR. ERICK:

18 Q Let's try this: I believe you mentioned that
19 you were uncomfortable with proof of ownership or words
20 to that effect. Was there something that you saw or
21 heard that made you inquire as to the company's attorney
22 about that issue?

23 A Yes. I mean, it's going back a little and I
24 haven't looked at the information again since this

EDWARD SEAMAN

Page 21

1 occurred. But what I saw in terms of Mr. Cooper's
2 paperwork did not seem rock solid to me.

3 Q And what paperwork are you referring to?

4 A It was some paperwork between Mr. Cooper and
5 Mr. Harvey for him recording the performance and
6 something about -- and I don't remember what
7 specifically but something gave me pause in terms of,
8 you know, the claimed ownership.

9 Q Did you ever discuss the lawsuit that Mr.
10 Harvey filed against Joseph Cooper regarding that
11 agreement and enforcing that agreement?

12 A With whom?

13 MR. GOLLAND: Discuss with whom?

14 MR. ERICK: Let me strike that.

15 BY MR. ERICK:

16 Q Did you ever discuss the lawsuit that Mr.
17 Harvey filed against Mr. Cooper based on that agreement,
18 based on that contract?

19 MR. GOLLAND: Well, again, I'm going to
20 object. Discuss with whom?

21 MR. ERICK: I'm sorry.

22 BY MR. ERICK:

23 Q Did you discuss it with Mr. Cooper?

24 A No, I don't think so.

EDWARD SEAMAN

Page 23

1 A You know, as far as common practice, I would
2 think so. I would think that anybody in this business
3 that wants to protect themselves makes sure that when
4 somebody says they own something, they really do, yes.

5 Q Did you ever receive a cease and desist letter
6 from Mr. Harvey's attorneys?

7 A No.

8 Q Did your attorney contact Mr. Harvey's
9 attorneys?

10 A Yes.

11 Q And what did your attorney relate to you about
12 that conversation?

13 MR. GOLLAND: Obviously he can't answer
14 that. That's privileged.

15 BY MR. ERICK:

16 Q Was the reason that was given to you by the
17 company's counsel or was the conversation with the
18 company's counsel the reason why MVD did not move
19 forward with the contract or agreement with Mr. Cooper?

20 MR. PITTMAN: Objection, form.

21 THE WITNESS: It was definitely a
22 contributing factor.

23 BY MR. ERICK:

24 Q Had that conversation not occurred, would the

EDWARD SEAMAN

Page 24

1 company have gone forward with the agreement with Mr.
2 Cooper to market and distribute that footage?

3 MR. PITTMAN: Objection, form.

4 THE WITNESS: It's hard to say. I
5 can't really answer that fairly. I know that I
6 didn't feel good about things. So, you know,
7 typically if I don't feel good about something,
8 I don't do it. So I can't answer that question
9 fairly.

10 BY MR. ERICK:

11 Q You would not send a proposed contract to
12 someone that you did not intend on having an agreement
13 with, is that fair?

14 MR. PITTMAN: Objection, form.

15 THE WITNESS: I hadn't seen his alleged
16 ownership when I sent that proposal. So you
17 can do with that information as you wish.

18 BY MR. ERICK:

19 Q What, if anything, did you hear or were you
20 told by Mr. Harvey's attorneys that --

21 MR. GOLLAND: He's not going to reveal
22 communications between him and me.

23 BY MR. ERICK:

24 Q Are you aware, Mr. Seaman, if Mr. Harvey's

EDWARD SEAMAN

Page 25

1 attorneys threatened litigation if Music Video
2 Distributors entered into and completed that contract
3 with Mr. Cooper?

4 MR. PITTMAN: Objection, form.

9 MR. ERICK: Objection, nonresponsive.

10 BY MR. ERICK:

11 Q The question is, did Mr. Harvey's attorneys
12 threaten to sue Music Video Distributors if it entered
13 into a contract to sell footage of Steve Harvey?

14 MR. PITTMAN: Same objection.

17 BY MR. ERICK:

18 Q Did they say they're going to file a lawsuit if
19 you entered into a contract with Mr. Cooper?

20 MR. PITTMAN: Same objection.

24 BY MR. ERICK:

EDWARD SEAMAN

Page 28

1 BY MR. PITTMAN:

2 Q Mr. Seaman, I'm here on behalf of Mr. Harvey
3 along with Attorney Wendle Smith. And I just have a few
4 questions. Some are follow-ups and some are just basic
5 questions. Does your company own any copyrights?

6 A Very small amount of copyrights we own. We
7 mostly are licensing content.

8 Q So you've dealt with contracts where it
9 involves somebody's copyright?

10 A Yes.

11 Q And you understand sort of the philosophy
12 behind protecting copyrights?

13 A To some degree.

14 Q And in your business, I think you said you were
15 also responsible for business and legal affairs. Have
16 you dealt with situations where someone has questioned
17 whether either someone owns a copyright license or
18 someone is infringing someone's copyright?

19 A Yes.

20 Q So that's not unusual for your business,
21 correct?

22 A No.

23 Q Now, in terms of when someone approaches you
24 about a deal, and you've given us some, a little bit of

EDWARD SEAMAN

Page 29

1 the due diligence that you all do, but do you all do any
2 more due diligence in terms of looking to see whether a
3 copyright is registered?

4 A Sometimes. I can't say I do it all that often,
5 no.

6 Q But you know that there is a process by which a
7 copyright owner can register a copyright?

8 A Yes.

9 Q And as it relates to Mr. Cooper, did he ever
10 present to you any registered copyright?

11 A I don't think so. Just thinking about the
12 paperwork I got and how I felt about it, I don't think
13 so.

14 Q And I believe you said that at some point prior
15 to you even having a conversation with Mr. Golland about
16 him contacting Mr. Harvey's attorney, you had some
17 question about Mr. Cooper's rights of ownership?

18 A Yes.

19 Q And I believe you testified that Mr. Cooper
20 presented you with something. Do you recall whether
21 that was some type of video recording invoice?

22 A Yes, something like that. That sounds correct.
23 And what I remember about it was that it definitely
24 wasn't like a smoking gun, assignment of rights or

EDWARD SEAMAN

Page 30

1 multiple usages. And an invoice, that sounds like it
2 could be correct.

3 Q And I believe you said you've been in this
4 business over 20 years?

5 A Yes.

6 Q You're able to make an assessment whether
7 there's something that gives a person a clear right to
8 do what he's asking you to do?

9 A Yes.

10 Q And when Mr. Cooper approached you, did he
11 actually send you one of the videos he had or did he
12 send you a snippet? You don't recall?

13 A I just don't remember. I'm sure I saw
14 something. I think the footage was older. I think the
15 quality wasn't great. I'm almost sure it was standard
16 def and not high def. But I don't recall if it was the
17 whole thing or partial.

18 Q And your recollection is that Mr. Cooper sent
19 you something, you were uncomfortable with it and you
20 sent it, you promptly sent it to your attorney to have
21 your attorney look at it?

22 A Please repeat that for me.

23 Q Mr. Cooper presented something to you where he
24 said, this evidences my ownership. You were

EDWARD SEAMAN

Page 31

1 uncomfortable with it, so you presented it to your
2 attorney?

3 A Correct.

4 Q And that's sort of your standard process, if
5 you have questions about whether you have a right,
6 whether your company has a right to distribute
7 something?

8 A Truthfully, most things I handle on my own.

9 And I wasn't sure about this one. It didn't seem right.
10 So I sent it to our attorney.

11 Q Now, when Mr. Cooper presented to you with this
12 opportunity, did you or anyone from your company look at
13 his financials to see what kind of business --

14 A No.

15 Q So you have no idea about his financial
16 situation?

17 A No.

18 Q And you had no idea about whether he had any
19 marketing or sales ability to assist in this project?

20 A I didn't anticipate any marketing support.

21 From what I recall, I felt that that would need to come
22 from us, that I recall.

23 Q Your company did not present a budget to Mr.
24 Cooper, did it?

EDWARD SEAMAN

Page 34

1 don't remember.

2 Q Did you ever provide Mr. Cooper with any idea
3 of your company's annual revenue?

4 A I don't think I would have disclosed that, no.

5 Q And you wouldn't have disclosed to him your
6 annual revenue from product sales?

7 A I don't think I would have disclosed that.

8 Q You wouldn't have disclosed any revenue
9 generated from any type of streaming services?

10 A I don't think I would have disclosed it. I
11 could be mistaken on that. But I don't think I would
12 have disclosed that.

13 Q Now, as it relates to Mr. Golland having a
14 conversation with Mr. Harvey's attorney, is it your
15 understanding that Mr. Golland initiated the call to Mr.
16 Harvey's attorney?

17 A That is my understanding.

18 Q And do you know how Mr. Golland came to find
19 out the identity of Mr. Harvey's attorney?

20 A I'm not sure. I mean, probably through some
21 sort of web search. I don't know.

22 Q Mr. Cooper told us that he is the one who
23 provided the information to you or your attorney about
24 Mr. Harvey having a dispute about ownership. Do you

EDWARD SEAMAN

Page 35

1 recall that?

2 A There's a glimmer of something, like I said
3 earlier. But I don't recall.

4 Q But, needless to say, you did not receive a
5 call from Mr. Harvey's attorney, correct?

6 A Correct.

7 Q And you did not receive a letter or anything
8 from Mr. Harvey's attorney, correct?

9 A Correct.

10 Q And as far as you know, your attorney, Mr.
11 Golland, your company's attorney, Mr. Golland, did not
12 receive a call from Mr. Harvey's attorney?

13 A I mean, it may have been a return call. But
14 from my understanding, it was initiated by my attorney.

15 Q Now, do you as a businessman, someone who is
16 sort of in this realm of copyright protection and
17 distribution of work such as this, do you have an issue
18 with an attorney who is contacting someone about what he
19 believes to be protecting his client's copyright
20 interests?

21 A Do I have a philosophical problem with --

22 Q Yes.

23 A No.

24 Q And do you think there was anything wrong with

EDWARD SEAMAN

Page 36

1 Mr. Harvey's attorney speaking to your attorney about
2 the rights that Mr. Cooper claimed to have?

3 A I don't see anything wrong with that at all,
4 no.

5 MR. PITTMAN: I'll pass the witness.

6 MR. ERICK: The defense has rested.

7 MR. GOLLAND: I have no questions.

8 (Deposition concluded at 2:50 p.m.)

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EDWARD SEAMAN

Page 40

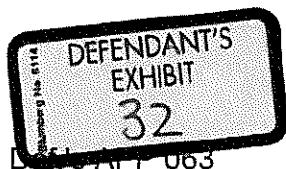
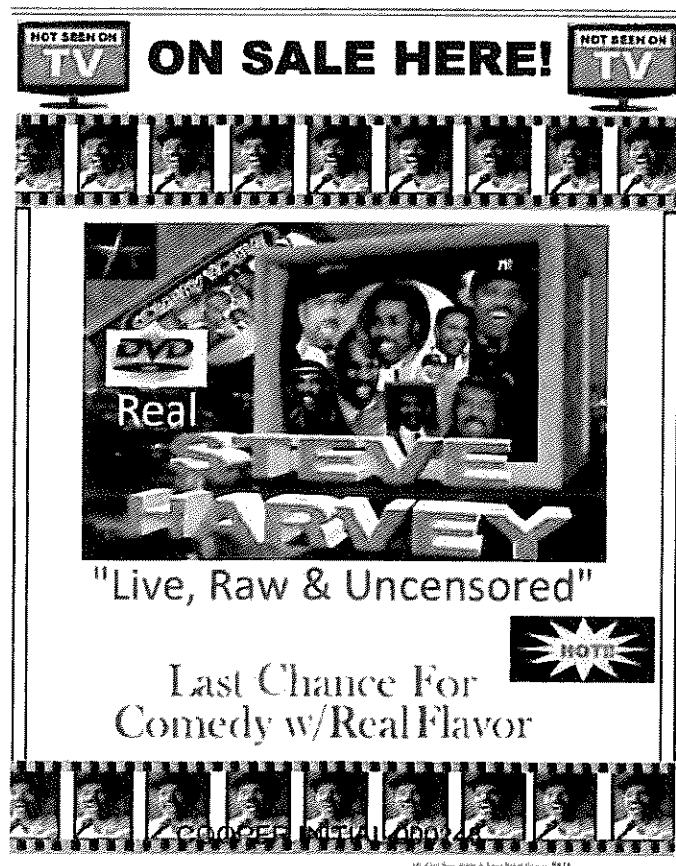
C E R T I F I C A T I O N

I HEREBY CERTIFY that the foregoing is a true and correct transcript of the proceedings held in this matter, as transcribed from the stenographic notes taken by me on November 3, 2015.

BRAD TRATENBERG

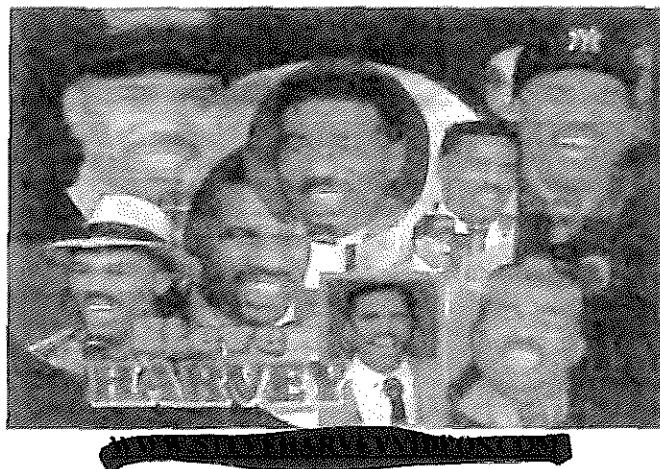
Court Reporter - Notary Public

(This certification does not apply to any reproduction of this transcript, unless under the direct supervision of the certifying reporter.)



Steve Harvey

wysiwyg://10/http://www.dallasblack.com/steve/



Steve Harvey
"LIVE, RAW & UNCENSORED"
produced by Joseph Cooper

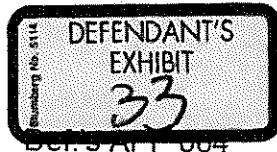
Joseph Cooper and Steve Harvey teamed up to capture these hilarious and historical performances for the whole world to see! The TV deals have Steve locked down and totally forbidden to riff the truth and speak about things he says and does here. The people have spoken. They want the Real STEVE HARVEY! True neckbone comedy...straight from the pot!!!!

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DEFENDANTS
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Def.'s APP'n



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817-654-7232
6212 SAWELL STE 212

CAUSE NO. 3:14-CV-04152-B

JOSEPH COOPER

Plaintiff,

vs.

BRODERICK STEVEN "STEVE"
HARVEY

Defendant.

§ IN THE UNITED DISTRICT COURT

§
§ NORTHERN DISTRICT OF TEXAS

§
§ DALLAS DIVISION

**EXPERT REPORT OF SCOTT A. BARNES, CPA, CFF, CGMA
DECEMBER 3, 2015**

SUMMARY OF OPINIONS

1. Based on my independent review and analysis of the documents produced in this matter, as well as, my review of the authoritative literature generally relied upon by financial and economic damages experts, I have reached the following opinions regarding the expert report and opinions of Michael A. Einhorn, Ph.D, ("Einhorn") dated July 10, 2015:

- A. Mr. Einhorn's opinions and report are based on a material misapplication of the Yardstick¹ Methodology to quantifying lost sales and economic damages. The failure to properly apply the Yardstick Methodology results in his analysis being wholly unreliable and fatally flawed.
- B. Mr. Einhorn's opinions with respect to any alleged lost sales, lost royalties and/or lost profits are speculative, erroneously derived and not based on any objective facts, figures or data.

Also, I have been requested to review the damage claims made by Defendant Steve Harvey in this matter related to the alleged claims of (1) invasion of privacy, (2) violation of right of publicity and (3) conversion. If the trier of fact makes a finding of liability against the Plaintiff related to one or more of these claims, the defendant would generally be allowed an accounting of any sales of any DVDs or other products sold by the Plaintiff to assess the unjust enrichment received by the Plaintiff and/or other reasonable compensation for the use of Mr. Harvey's name, likeness or other personal attributes as a comedic artist. Based on the documents produced in this matter an estimated fair market value of Mr. Harvey's services is \$350,000.

¹ The Einhorn report dated July 10, 2015 refers to the methodology as a "Benchmark" approach, which is a term commonly used interchangeable with "Yardstick." For purposes of my report, I have used the term "Yardstick," which is the terminology used within the authoritative and professional literature discussing the proper methodologies in assessing and quantifying lost sales and economic damages. See **Attachment 2** for a listing of certain professional and authoritative literature generally relied upon by financial experts.

QUALIFICATIONS

2. I am the Chairman of the Board and Chief Executive Officer of Barnes & Company and its affiliates. In that capacity, I specialize in providing complex and sophisticated commercial litigation consulting services with respect to accounting, economic damages, forensic analyses and business valuation. From June 2002 to March 2005, I was a Director with AlixPartners, LLC in Dallas, Texas where I also specialized in complex and sophisticated commercial litigation consulting. Prior to joining AlixPartners, I was a shareholder with Jackson & Rhodes P.C. for a period of nine years where I also specialized in complex and sophisticated commercial litigation consulting services, general management consulting services and the audit of financial statements. From 1985 to 1990, I was an employee in the audit department of the international accounting firm of KPMG where I planned, conducted and supervised the audits of numerous multi-national privately held and publicly traded business entities.

3. I am a Certified Public Accountant licensed in the State of Texas. Additionally, I have been awarded the Certified in Financial Forensics (“CFF”) and Chartered Global Management Accountant (“CGMA”) credentials by the American Institute of Certified Public Accountants. From 2000 to 2005, I was also an Associate Editor of the *National Litigation Consultant’s Review*, a national publication focused on peer discussions, reviews and publication of economic damage issues and methodologies within litigation and alternative dispute resolution matters. Likewise, I am a member of the American Institute of Certified Public Accountants (“AICPA”), the Texas Society of Certified Public Accountants, the Association of Certified Fraud Examiners and the AICPA Forensic and Valuation Services practice section. I have been performing consulting services assisting lawyers in accounting, fraud, finance, valuation and

economic damages related issues for the last 20 years. I am fully aware of the methods and procedures utilized in the measurement of economic damages and the professional standards associated with the AICPA. I have published numerous articles on the subject of economic damages, business valuation and professional standards in the performance of litigation services. Additionally, I have written manuscripts utilized in training courses to educate both legal and accounting professionals in the methods and procedures to be utilized in the measurement of economic damages and the valuation of business enterprises. Included as **Attachment 1** (attached hereto and incorporated herein by reference) are my curriculum vitae and litigation history. I am being compensated at the rate of \$400 per hour. Other professionals who have supported my analysis in this matter are being compensated at \$100 to \$400 per hour.

4. This report summarizes my findings and conclusions regarding the work performed in the above-styled case. The services performed are consulting in nature. The procedures applied in this case do not constitute an examination of any financial statements or financial data in accordance with generally accepted auditing standards, and as such, I am not issuing any opinions based on an audit or examination of any financial statements in accordance with generally accepted auditing standards. I have formulated the opinions contained in this report based on an independent third party perspective, utilizing generally accepted approaches and methodologies for accounting, business valuation, economic damages, and financial analysis and the professional standards promulgated by the AICPA with respect to litigation consulting and valuation services. Document discovery in this matter is ongoing and I may supplement my report. Our efforts are also ongoing with respect to certain documentation procedures related to the analyses performed to date to identify any errors or omissions. If these

documentation procedures identify any errors or omissions, I will supplement accordingly. I intend to review any supplemental expert reports and/or work product produced by the Plaintiff's expert.

5. Note that throughout this report I have used the terms "we," "us," and "our" to refer to the work that was performed by me, at and/or under my direction.

6. This report is prepared solely for Defendant counsel for their use in the above-described litigation. Neither this report nor any portion thereof may be used for any other purpose or distributed to any third party not associated with the above described litigation without the express written consent of Scott A. Barnes, individually, except as required by court order.

SCOPE OF ENGAGEMENT

7. In connection with the above styled litigation, I have been asked to independently review the documents produced to me in this matter, including the Einhorn expert report dated July 10, 2015. The purpose of my analysis was to review the methodologies applied and opinions reached by Mr. Einhorn.

8. Additionally, I have been asked to independently review the alleged counterclaims made by the Defendant Steve Harvey related to his claims of (1) invasion of privacy, (2) violation of right of publicity and (3) conversion and the possible damages applicable to those claims assuming the trier of fact makes a finding of liability against the Plaintiff.

9. My review has not included any assessment or opinions related to the alleged agreements at issue in this matter or the intellectual property rights inherent in the assignment and transfer of rights to develop and market derivative entertainment products in the media industry.

DOCUMENTS CONSIDERED

10. **Attachment 2** represents the specific documents produced to me or that were independently obtained and on which I have relied for purposes of my overall analysis.

11. It is our understanding that discovery in this matter is ongoing and we may receive additional documents and deposition testimony. Accordingly, I may supplement my report based on the production of additional documents.

BACKGROUND SUMMARY

Alleged Breach of Contract and Alleged Tortious Interference with Business Relationships

12. Plaintiff alleges that on or about March 20, 1993, Joseph Cooper d/b/a Close Up Video Productions (collectively "Cooper") entered into a contractual arrangement with Steve Harvey Comedy House and Broderick Steven "Steve" Harvey (collectively "Harvey") for the performance of certain video recording and production of marketing materials of live comedic performances of Mr. Harvey and others. Plaintiff also alleges that the contractual arrangement also included the alleged assignment and transfer of certain copyright and other intellectual property rights of Mr. Harvey, allowing Mr. Cooper the exclusive right to develop, produce, distribute and sell derivative video works from the live performances recorded. The documents and legal filings produced in this matter indicated that the Defendant, Mr. Harvey, disputes such allegations.

13. Plaintiff also alleges that Mr. Harvey and his representatives tortiously interfered with Mr. Cooper's prospective business relations, specifically related to an

Edward Seaman Deposition Dated November 3, 2015 Pages 30 and 31(Lines 23 to 24 and Lines 1 to 10)

Q. **Mr. Cooper presented something to you where he said, this evidences my ownership. You were uncomfortable with it, so you presented it to your attorney?**

A. **Correct.**

Q. And that's sort of your standard process, if you have questions about whether you have a right, whether your company has a right to distribute something?

A. **Truthfully, most things I handle on my own. And I wasn't sure about this one. It didn't seem right.** So I sent it to our attorney.

38. Mr. Seaman's deposition testimony indicates that the alleged License and Distribution agreement was at best a proposal dependent upon verifying, among other things, that Mr. Cooper possessed the rights to the video. Mr. Coopers documentation presented to MVD appears to have raised concern among MVD management and therefore creating a significant barrier to the finalization of any discussions regarding a distribution agreement. The failure of Mr. Cooper's documentation to satisfy MVD as to the rights of distribution results in no foundation, foreseeability and/or reasonable certainty with respect to any alleged economic damages.

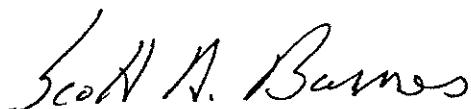
Defendant Steve Harvey Counterclaim

39. Mr. Harvey has made certain counterclaims against the Plaintiff in this matter for (1) invasion of privacy, (2) violation of right of publicity and (3) conversion. Generally, economic damages for invasion of privacy can include economic damages for harm to reputation and standing in the community, as well as, disgorgement of any profits realized by the Plaintiff for any unjust enrichment from the invasion of privacy. Likewise, economic damages for a violation of the right of publicity can generally include compensation for the value of the commercial use of one's identity and likeness and disgorgement of any profits realized by the Plaintiff from any unjust enrichment

received. With regard to the claim of conversion, the general economic damage is the fair market value of the property improperly converted.

40. It is my understanding from reviewing the documents and deposition testimony in this matter that the Plaintiff has attempted to sell DVDs based on the 1993 video at issue in this matter. If the trier of fact makes a finding of liability against the Plaintiff related to one or more of the counterclaims, the Defendant would generally be allowed an accounting of any sales of any DVDs or other products sold by the Plaintiff to assess the unjust enrichment received by the Plaintiff and/or other reasonable compensation for the use of Mr. Harvey's name, likeness or other personal attributes as a comedic artist. Based on the documents produced in this matter an estimated fair market value of Mr. Harvey's services is \$350,000.

Respectfully submitted,

A handwritten signature in black ink that reads "Scott A. Barnes". The signature is fluid and cursive, with "Scott" on the top line and "A. Barnes" on the bottom line.

Scott A. Barnes, CPA, CFF, GCMA

Attachment 1

MR. SCOTT A. BARNES, CPA, CFF, CGMA

EDUCATION	M.B.A – A.B. Freeman School of Business, Tulane University, New Orleans, Louisiana – concentrations in finance, strategic management and economics
	B.B.A. – Texas State University, San Marcos, Texas – concentration in accounting
PROFESSIONAL CERTIFICATIONS/ BUSINESS AFFILIATIONS	Certified Public Accountant, Texas Certified in Financial Forensics, AICPA Chartered Global Management Accountant, AICPA American Institute of Certified Public Accountants (AICPA) Texas Society of Certified Public Accountants Association of Certified Fraud Examiners Member of the AICPA Forensic and Valuation Services Practice Section Former Associate Editor of <i>National Litigation Consultants' Review</i>
PROFESSIONAL EXPERIENCE	Mr. Barnes is a Certified Public Accountant who during the past 25 years has assisted corporations, investors and attorneys in assessing the financial issues surrounding complex and sophisticated accounting issues, merger and acquisition transactions, business valuation and industry and competitor analyses. He has extensive experience providing sophisticated commercial damage analyses and expert testimony for clients in a diverse range of industries, especially with respect to forensic analyses, intellectual property infringement, antitrust, lost profits, business interruption, contract disputes, business valuation, fraud, accounting, accounting malpractice and other complex commercial damage issues. In addition to commercial damage issues, Mr. Barnes has served on several boards of directors with an emphasis on newly emerging technologies. Mr. Barnes has served as the Chief Financial Officer for firms in several industries, including telecommunications and Internet access, software development, biotechnology, professional services and international fine art. Mr. Barnes' industry experience includes telecommunications, manufacturing, brokerage and securities, soft drink beverages, hospitality, airline maintenance and parts distribution, healthcare, software development, explosives, commercial construction, construction materials, venture capital,

Scott A. Barnes
Page 2

investment banking, cable television, Internet, transportation, fine art and government.

**RANGE OF
EXPERIENCE**

Intellectual Property Consulting Engagements

Mr. Barnes has been retained as a consultant on numerous intellectual property engagements involving patents, trademarks/trade dress, copyrights and trade secrets.

- Damage assessment for patent infringement with respect to the international telecommunications equipment market
- Valuation of the patents/technology of a semiconductor manufacturer concerning products in the telecommunication industry
- Valuation of patents and related royalty agreements in the medical equipment industry
- Assessment of the relevant market for consumer products in the medical equipment industry
- Analysis of patent infringement damages and reasonable royalty rates related to oil field equipment
- Assessment of copyright infringement damages with respect to computer software
- Assessment of lost profits and commercial damages related to trademark infringement in the hand-held computer game industry
- Relevant market analysis and lost profits analysis for a major manufacturer in the golf industry
- Assessment of lost profits and reasonable royalty rate with respect to the scientific equipment testing industry
- Assessment of copyright infringement damages with respect to the entertainment industry and screenplays
- Assessment of theft of trade secret damages related to lost profits and reasonable royalty

Scott A. Barnes
Page 3

Anti-Trust Consulting Engagements

- Assessment of defendant's distribution costs and pricing strategy with respect to alleged market allocation behavior in the consumer products industry
- Analysis of plaintiff's lost profits for refusal to license and unfair competitive practices in the telecommunications industry
- Analysis of defendant's pricing strategy and analysis of average variable costs with respect to predatory pricing behavior in the explosive manufacturing industry
- Analysis of plaintiff's relevant market share and lost profits related to restraint of trade behavior in the golf equipment industry
- Analysis of relevant market and lost profits associated with the used automobile auction market.

Other Commercial Litigation Consulting Engagements

- Assessment of lost profits and commercial damages related to numerous breaches of contract disputes
- Assessment of lost profits and commercial damages related to numerous business interruption matters
- Assessment and analyses of reasonable discount rates to apply in lost profits and commercial damages matters
- Assessment of construction damages related to delays and breach of contract
- Assisted in the development of facts to defend against the U.S. Attorney claim of false claims violations and developed counter-claim damages
- Assessment of compliance with generally accepted accounting principles and generally accepted auditing standards

Scott A. Barnes
Page 4

- Assessment of auditor and accountant compliance with professional standards of due care and compliance with AICPA Code of Professional Conduct
- Assisted a major class action plaintiff firm in the development of the facts concerning fraud allegations made against the firm
- Analysis of alter ego and single business enterprise claims
- Valuation of numerous businesses and business interests in litigation
- Analysis of lending practices and fees and interest charged to lenders in usury claims

Forensic Analyses & Fraud Investigations

- Performed forensic analyses and fraud investigations in over 300 matters involving tracing of transactions, analyses of transactions in conjunction with contractual terms, fraud investigations, Sarbanes-Oxley investigations and forensic reconstruction of financial statements.

Business Valuation/Bankruptcy

- The valuation of privately held business interests of over 500 legal entities, including corporations, partnerships, LLCs, family limited partnerships and special purpose entities.
- Valuation of distressed companies
- Preparation of solvency analyses in both bankruptcy and litigation
- Valuations in merger and acquisition scenarios

SPEECHES/ PUBLICATIONS

Author:

“The Supercomputer Industry, U.S. and Japanese Competitive Advantages”

“The Supercomputer Industry, The Birth of a Global Industry”

Scott A. Barnes
Page 5

“Patent Infringement Damage Theories and Practices”

“Corporate Value Creation—Corporate Management Approaches to Increasing Shareholder Value”

“Disaster Recovery – a Case Study in High-Tech Failure”

“Price Erosion Considerations in Patent Infringement Damage Calculations”

“Marketing and Staff Development”

“Tips for Addressing and Withstanding Daubert”

“A Review of the Business Valuation Bluebook”

“Appellate Court Guidance in the Determination of Price Erosion Damages in Intellectual Property Infringement Matters – *Crystal Semiconductor v. Tritech*”

“Considerations in the Valuation of Royalties and License Agreements Associated with Intellectual Property”

“Grain Processing Case Denies Lost Profit Damage Claims Despite Non Existence of Non-infringing Substitute”

“Trends in Challenging the Admissibility of Financial and Economic Expert Testimony”

“Consideration Leads to Credibility”

“Trademark Infringement Damages – Overview and Recent Case Developments”

A Review of *On-Trial – Lessons from a Lifetime in the Courtroom*

“Do Companies with Negative Earnings have Value?”

“Marketing Litigation Services”

“*Trigon Insurance Company v. United States of America*: A Review of the Interactions Between Consulting Experts and Testifying Experts”

Scott A. Barnes
Page 6

“A Review of *Effective Expert Testimony*”

“The Valuation of Trade Secrets in Litigation”

“Increased Use of Financial Experts in Mediation and Arbitration”

“Seven Tips for Quality Control in the Expert Report Process”

A Review of *Intellectual Property Law Damages and Remedies*

“Sarbanes-Oxley: A Forensic Accountants Best Friend”

AICPA Practice Aid 06-01 – “Calculating Intellectual Property Infringement Damages”

Presentations:

“Commercial Damages” 1997 AICPA Advanced Litigation Conference”

**LITIGATION
SERVICES AND
TESTIMONY**

Mr. Barnes has provided assistance in numerous litigation engagements, including expert testimony. A recent list of some of his litigation cases include:

Cobra Golf Incorporated vs. Cliff Cook Golf Company et al, United States District Court Southern District of California CA-95-1161 J (LSP)

Tesina S. Painter formerly d/b/a Fort Worth Leche Express vs. Medela, Inc., Beyond Conception, Inc. Scott Landow, Individually, Dallas County Civil Court CC-95-04403-A

Bridgeport Cable and Communications, Inc. vs. Deborah McCratic, Individually, Aaron Cable and Communications, Inc., In the 166th Judicial District Court of Dallas County, Texas 94-2181

Hubert, Hunt & Nichols, Inc. vs. H&G Heard, J.V. and Angiel Electrical Construction Corp, In the 298th Judicial District Court of Dallas County, Texas 95-11284M

Scott A. Barnes
Page 7

Archives of America vs. A&B Transfer & Storage Co., Inc. d/b/a Armstrong Archives, In the 298th Judicial District Court of Dallas County, Texas 96-04714

CBI Laboratories vs. United Chester Industries, In the 68th Judicial District Court of Dallas, County, Texas 96-02342-C

Terry L. Schaffer vs. Tower Marketing, Inc., In the 134th Judicial District Court of Dallas, Texas 97-07325-A

Aerotek, Inc. vs. Comat Software, Inc. et al, In the 134th Judicial District Court of Dallas County, Texas 97-05323-G

Estate of Jewel Kimberlin vs. David S. Crockett & Company and David S. Crocket, Individually, Probate Court No. 1 of Dallas County, Texas

Ericsson, Inc. and Telefonaktiebolaget LM Ericsson vs. Qualcomm Incorporated, In the United States District Court for the Eastern District of Texas Marshall Division 2-96-CV183

Rodney Hand d/b/a Western & English Today vs. Equestrian Retailer et al, In the 95th Judicial District Court of Dallas County, Texas 97-09661

Chemd, Inc. d/b/a Texas Drug Warehouse vs. KPMG Peat Marwick, L.L.P., In the 160th Judicial District Court of Dallas County, Texas NO-34926-S

C.F.C. Reclamation and Recycling Services, Inc. vs. CompUSA, Inc., In the 104th District Court Taylor County, Texas 21882-B

Collins Sales, Inc. and Roger Collins vs. Financial Security Services, Inc., In the 139th Judicial District Court Hidalgo County, Texas C-584-98-C

Funimation Productions, Inc. vs. ABC International Traders, Inc. d/b/a MGA Entertainment, Arbitration, 71-133-00559-99

Century Products Company vs. Cosco, Inc., In the United States District Court for the Northern District of Texas Dallas Division, 3:00-CV-0800-G

Scott A. Barnes
Page 8

R.O. Evans Pontiac-GMC vs. Winstar Communications, Inc., In the U.S. District Court for the Northern District Dallas Division, 3-99-CV1150-P

MCI WorldCom vs. USA Connect, Inc., In the 160th Judicial Court Dallas County, Texas 98-08096-H

C.A.R. Transport, Inc. vs. ADT Automotive Holdings, Inc., ADT Automotive, Inc. Auction Transport, Inc., In the U.S. District Court Northern District of Texas Dallas Division, 3-00CV0426-M

Sunshine Mining & Refining Company vs. Ernst & Young, LLP, In the County Court of Law No. 1 Dallas County, Texas, CC-00-06081-A

Credit Suisse First Boston vs. Arthur Andersen, L.L.P. et al, In the 162nd Judicial District Court Dallas County, Texas, 00-8654

North Dallas Enviroscape, Inc. vs. Rainforest Creations, Inc., U.S. District Court Eastern District of Texas Sherman Division, 4-00CV-388

Tom Cabe vs. EYE America, Inc. and INVICTA, Corp, United States District Court Northern District Dallas Division, 3:CV-010552

Mobile Data Solutions, Inc. v. Citizens Telcom Services Co. L.L.C., In the District Court Collin County, Texas 366th Judicial District, 366-01914-00

Control Components Corporation v. Gary Britt and Britt Power Devices, L.L.C., In the District Court Dallas County, Texas 14th Judicial District, 02-01264

Craig Franklin, Individually and as Executor for the Estate of Joan Franklin, Deceased, Dan Franklin, and Kim Marth v. Michael Lewis Gibson, M.D., Pinnacle Anesthesia Consultants, P.A., and Tenet Health System Hospitals, Inc. d/b/a/ Doctors Hospital, In the District Court Dallas County, Texas 134th Judicial District

Phillip Bridges et al v. Jolly Chef Express, Inc. and Industrial Catering, Inc., In the District Court of Dallas County, Texas 68th Judicial District

Scott A. Barnes
Page 9

Felix Rather III, et al v. Dallas Automotive Sales & Services, et al, In the District Court Dallas County, Texas 192nd Judicial District 02-11041K

NRI Investors, L.P. v. Net Related, Inc., Steve Simpson and Ronald Devin Jones, In the District Court of Dallas County, Texas 192nd Judicial District 02-6971

GATT Trading, Inc. v. Sears, Roebuck and Co., In the United States District Court For the Northern District of Texas Dallas Division 3-02-CV-1573D

Alliance Payroll Services, Inc. v. Paychex, Inc. and Rapid Pay, Inc., in the United States District Court – Southern District of Texas Houston Division H-02-2183

Barry Williams, Inc. v. Marvin Myers, Norma Myers, Dana Myers and M. Myers Development, Inc., In the County Court at Law No. 5, Dallas County, Texas 02-01843-E

Risk Technologies, Inc. v. Tennessee Municipal League, Risk Management Pool, Inc., In the United States District Court for the Northern District of Texas, Dallas Division 3-02CV2324-H

Paul G. Broughton et al v. Discount Motors a/k/a Mortitz Cadillac, Inc. et al, In the District Court of Tarrant County, Texas 352nd Judicial District 352-192430-02

Daniel J. Bollner et al v. Plastic Solutions of Texas, Inc. et al, In the District Court 380th Judicial District Collin County, Texas 380-1399-04 and 380-2143-04

Renaissance Private Equity Partners, et al v. Reed Walters, An Arbitration Matter in Dallas, Texas 71-180-00205-05

Terlingua, Ltd. v. eOriginal et al, A matter in Arbitration in Dallas County, Texas

Plastic Solutions Molding, Inc. v. Colormatrix Corporation, In the District Court of Collin County, Texas 416th Judicial District 416-387205

Wirenx, Inc. v. Ericsson, Inc., A matter in Arbitration in Dallas, County, Texas 71 117 Y 00586 06

Scott A. Barnes
Page 10

Brian K. Chadwick, individually and Derivatively on Behalf of
TLC Equipment, Inc. v. Colleen Ward, In the District Court
Dallas County, Texas, 162nd Judicial District DC-06-07309-I

The Securities and Exchange Commission v. Mark David
Shapiro et al, In the United States District Court For the Eastern
District of Texas, Sherman Division, Civil Action No.
4:05CV364

Bizzy Bees Pest Control Company et al v. Leland Morris et al, In
the District Court of Dallas County, Texas 95th Judicial District
06-05662

Marathon Financial Insurance Co., Inc. RRG v. Ford Motor
Company et al, In the United Sates District Court For the Eastern
District of Texas, Texarkana Division, Civil Action No. 5:05-
CV-0016-DF

Andra Group, L.P. and the Topsytail Company v. J. David
Joiner, CPA, In the District Court Dallas County, Texas, 14th
Judicial District

In Re: United States Brass Corporation, Debtor, E.I. DuPont de
Nemours, Inc v. The Brass Trust et al, In The United States
Bankruptcy Court for The Eastern District Of Texas Sherman
Division Case No. 94-40823-S

Verascom, LLC v. John Mateo and G.W. Communications,
L.L.C., In the District Court Collin County, Texas 296th Judicial
District Cause No.296-2405-07

Classic Industries, LP v. Mitsubishi Chemical FP America, Inc.
and Michael Zavo, In the District Court of Kaufman County,
Texas 422nd Judicial District Cause No. 73397-422

Monitronics International, Inc. v. Charley Johnson, In the
District Court Dallas County, Texas 68th Judicial District Cause
No. 07-6289

Value-Added Communications, Inc. v. T-NETIX, Inc., In the
District Court Dallas County, Texas 68th Judicial District Cause
No. 03-11399-C

Scott A. Barnes
Page 11

Donna West v. Tyler Perry et al, In the United States Court for the Eastern District of Texas Marshall Division Case No. 1-07CV-200-LED

MP Weight Loss Management, LLC v. U.S. Medical Care Holdings, LLC, In the United Sates District Court For the Northeastern District of Texas, Dallas Division, Civil Action No. 3-08CV1410-K

Scientific Weight Loss, LLC v. U.S. Medical Care Holdings, LLC, In the United States District Court For the Central District of California, Civil Action No. CV08-02852

Bruce and Teresa Badget v. Advocare International, LP, In the District Court Dallas County, Texas 191st Judicial District Cause No. DC-07-02297

Sherry T. Bradshaw et al v. Advocare International, LP, In the District Court Dallas County, Texas 298th Judicial District Cause No. 06-11122

Michael Baisden v. I'm Ready Productions, Inc. et al, In the United States District Court For the Southern District of Texas, Houston Division, Civil Action No. 4:08-CV-00451

Brandt Blanken and Craig Sheftell v. Robert H. Turner and Wentwood Capital Advisers, L.P., In the District Court Travis County, Texas 250th Judicial District, Cause No. D-1-GN-08-000886

J&V Communication Services, Inc. v. Merle L. "Butch" Abbott and Weaver and Tidwell, L.L.P., In the District Court Kaufman County, Texas 86th Judicial District, Cause No. 76928-86

Caryn Campbell, Individually and as Next Friend of Aslan Campbell, Minor Child v. Auntie Bambino, Inc. d/b/a Preston Kiddie Kollege, Maria Seifi, Solyman Ashrafi, Sarah Flores, Erin Smith, Erica Bernal and Leslie Carlton; In the District Court of Collin County, Texas 416th Judicial District, Cause No. 416-02042-2008

Jeff Cunningham and Larry Rios v. Donna K. Greer, Gary Greer, and UHP Process Piping, Inc., In the District Court 162nd Judicial District Dallas County, Texas, Cause No. 08-05864

Scott A. Barnes
Page 12

Brian Addy and Ad-Venture Capital Management, LLC v.
William Addy and ISN Software Corporation, In the District
Court 191st Judicial District Dallas County, Texas, Cause No. 08-
12618

In the Estate of Duane A. Harris Deceased – CLA Management,
Ltd. v. Deidre D. Harris et al, In the Probate Court of Collin
County, Texas, Cause No. PB1-647-2008

Peticure, LLC v. Telebrands Corporation et al, In the United
States District Court For the Eastern District of Texas, Sherman
Division, Civil Action No. 4:08-CV-00345

Progressive Concepts, Inc. v. New Cingular Wireless PCS, LLC
and AT&T Mobility Texas LLC, A matter in Arbitration

Walco International, Inc. v. Warburton Technology, Ltd and
Multimin USA, Inc., A matter in Arbitration Case No. 50 122 T
00207 09

Advocare International, L.P. v. Richard Paul Scheckenbach et al,
In the United States District Court For the Western District of
Washington, Civil Action No. C08-5332RBL

David Kiger v. Ray A. Balestri, In the District Court 116th
Judicial District Dallas County, Texas, Cause No. 09-12251

Daryl K. Washington and Sunday Players, Inc. v. Kellwood
Company, In the United States District Court For the Southern
District of New York, Civil Action No. 05-CV-10034

Dealer Computer Services, Inc. v. Ford Motor Company, In the
District Court 186th Judicial District Harris County, Texas, Cause
No. 2007-46364

Melissa A. Herman, David A. Russo and Herman & Russo, P.C.
v. Xcentric Ventures, LLC, Edward Magedson and John or Jane
Doe, In the United States District Court For the Northern District
of Georgia, Civil Action No. 1:10-CV-0398

Larry Townes v. Travis Wolff & Company, LLP et al, In the
District Court 116th Judicial District Dallas County, Texas, Cause
No. 040964-F

Scott A. Barnes
Page 13

External Technologies, Inc. v. Panda Distribution, Inc. et al, In the United States District Court For the Eastern District of Texas, Sherman Division, Civil Action No. 4:10-CV-25

Terra Renewal Services, Inc. v. John H. Heilman et al, In the District Court Hopkins County, Texas 62nd Judicial District, Cause No. CV 39560

In Re: WN Truck Stop, LLC, In the United States Bankruptcy Court Northern District of Texas Dallas Division, Case No. 10-33156-11

Michael N. Kohrs v. JC Bowling & Company, LLC et al, In the District Court 14th Judicial District Dallas County, Texas, Cause No. 10-00159

The Estate of German Pablo Clouet et al v. Escapade Club Corporation et al, In the District Court 68th Judicial District Dallas County, Texas, Cause No. 08-13181-C

Kurt Steigerwald v. Stephen Cade et al, In the District Court 96th Judicial District Tarrant County, Texas, Cause No. 96-236919-09

Dealer Computer Services, Inc. v. Ford Motor Company, In the District Court 215th Judicial District Harris County, Texas, Cause No. 2008-71227

In Re: Kirk Franceschini, In the United States Bankruptcy Court Southern District of Texas Houston Division, Case No. 10-30550

Revenue Technology Services Corp. v. Martinair Holland N.V., In the District Court 14th Judicial District Dallas County, Texas, Cause No. 09-02903

Universal Forest Products Western Division, Inc. v. Holigan Investment Group et al, In the District Court 393rd Judicial District Denton County, Texas Cause No. 2009-60065-393

Pension Resources Corporation v. Sovereign International Pension Services, LLC et al, In the District Court 134th Judicial District Dallas County, Texas Cause No. DC-09-15393

Arguello, et al v. TSOSB, Inc. d/b/a Escapade Plaza, et al In the District Court 68th Judicial District Dallas County, Texas, Cause No.

Scott A. Barnes
Page 14

Scott D. Miller v. Lutz & Lutz Properties, Inc. et al; In the District Court 101st Judicial District Dallas County, Texas, Cause No. DC-11-08126-E

Pittsburgh SNF LLC et al v. PharMerica East, Inc.; In the United States District Court For the Eastern District of Texas Marshall Division, Civil Action No. 2:10-CV-363

Dealer Computer Services, Inc. v. Ford Motor Company, In the District Court 152nd Judicial District Harris County, Texas, Cause No. 2009-78534

Hispano USA, LLC v. Azteca Milling, LP and Gruma Corporation; In United States District Court of Bexar county, Texas 288th Judicial District, Cause No. 2011-CI-01313

Forest Park Medical Center at Frisco, LLC v. Michael Segura and Cix+Caylyx Investments, LLC, In the District Court 193rd Judicial District Dallas County, Texas, Cause No. 11-10428

Blue Sky Golden FPS, Ltd. v. Fulcrum Energy, LLC et al, In the District Court 234th Judicial District Harris County, Texas, Cause No. 2010-39531

International Oncology Network Solutions, Inc. et al v. Alan Eagle et al, In the District Court 401st Judicial District Collin Count, Texas, Cause No. 401-03043-2011

S.L. Sibert Management & Construction, Inc. v. Daniel Prescott, et al., District Court, Dallas County, Texas, 160th Judicial District, Cause No. DC-11-03625-H

Protegga, LLC v. Charles Bennett et al, District Court, Collin County, Texas, 429th Judicial District, Cause No. 42901374-2010

Marsh USA, Inc. et al v. Rex Cook et al, District Court, Dallas County, Texas, 68th Judicial District, Cause No. D08-02906-C

StoneEagle Services, Inc. v. David Gillman et al, In United States District Court of Northern Texas Dallas Division, Civil Action No. 3-11CV2408-P

Scott A. Barnes
Page 15

HomeVestors of America, Inc. v. Duane LeGate et al, In United States District Court of Northern Texas Dallas Division, Civil Action No. 3-12-CV-01850-P

Radiant Financial, Inc. v. Faye Bagby et al, In the District Court 191st Judicial District Dallas County, Texas, Cause No. DC08-2906

U.S. Commodity Futures Trading Commission v. RFF GP, KGW Capital Management and Kevin G. White & Securities and Exchange Commission v. Kevin G. White et al, In United States District Court of Eastern District of Texas Sherman Division, Civil Action No. 4:13-CV-0382 and 4:13-CV-0283

In Re: Ductile Pipe Fittings (“DIPF) Direct Purchaser and Indirect Purchaser Antitrust Litigation, In the United States District Court for the District of New Jersey, Civil Action No. 12-711 and Civil Action No. 12-169.

NBH Bank, N.A. f/k/a Bank of Midwest, N.A. v. Marlin Atlantis White, Ltd. et al In United States District Court of Northern District of Texas Dallas Division, Civil Action No. 3:13-CV-0347-L

L.W. Hunt Resources, LLC and Richard Raughton (Intervenors), Tiburon Land and Cattle, LP and Trek Resources, Inc. v. Thomas S. Taylor et al In the District Court Fischer County, Texas 32nd Judicial District, Cause No. DC-2013-0016

Talon Transaction Technologies, Inc. et al v. StoneEagle Services, Inc. et al In the United States District Court for the Northern District of Texas Dallas Division, Case No. 3:13-CV-00902-D

Joseph Cooper v. Broderick Steven “Steve” Harvey, In the United States District Court for the Northern District of Texas Dallas Division, Case No. 3:14-CV-04152-B

Attachment 2

Joseph Cooper v. Broderick Steven "Steve" Harvey
Documents Considered List

	Document Description	Bates Reference Start	Bates Reference End	Location
1.	Second Amended Complaint and Jury Demand	None	None	Backup Book
2.	Defendant's Original Answer, Defenses and Counterclaim	None	None	Backup Book
3.	Plaintiff's Second Supplementary Initial Disclosures	None	None	Backup Book
4.	Deposition of Edward Seaman dated November 3, 2015	None	None	Backup Book
5.	Deposition of Joseph Cooper dated October 23, 2015	None	None	Backup Book
6.	Deposition of Steve Harvey dated October 26, 2015	None	None	Backup Book
7.	Expert Report of Michael A. Einhorn, Ph.D. dated July 10, 2015	None	None	Backup Book
8.	Deposition of Michael A. Einhorn, Ph.D. dated November 20, 2015	None	None	Backup Book
9.	Plaintiff's Designation of Expert Witnesses	None	None	Electronic
10.	Stand-Up Comedy Concert theatrical releases 1982 to 2015 (Box Office Mojo) and Box Office Mojo Website	None	None	Electronic
11.	Box-Office Statistics – Steve Harvey's <i>Don't Trip...He Ain't Through with Me Yet!</i>	None	None	Electronic
12.	Music Video Distributors (MVD) Filmography as reported by IMDbPro	None	None	Electronic
13.	Can you tell me how many copies of a book has been sold by Amazon Rank? (Quora.com blog)	None	None	Electronic
14.	Amazon.com Sales Rank – How Does it Work? (chrismcmullen.wordpress.com blog)	None	None	Electronic
15.	2014 -DEG-Home-Entertainment-Spending-Final-External 1-5-2015.pdf	None	None	Electronic
16.	DEG-Q3-2011_Grid_FINAL.pdf	None	None	Electronic
17.	Q3-2015-DEG-Home-Entertainment-External.pdf	None	None	Electronic
18.	Home Video Sales Fell In 2014 As Disc Decline Outpaced Digital Growth Deadline.pdf	None	None	Electronic

19.	Bye-bye, Blu-ray/ Video-on-demand and streaming options are gaining on you Computerworld.pdf	None	None	Electronic
20.	Six Reasons Why DVDs Still Make Money -- And Won't Die Anytime Soon.pdf	None	None	Electronic
21.	Hollywood in turmoil as DVD sales drop and downloads steal the show Film The Guardian.pdf	None	None	Electronic
22.	DEG f Q408.pdf	None	None	Electronic
23.	DEG f 3Q09-release.pdf	None	None	Electronic
24.	DEG f Q410.pdf	None	None	Electronic
25.	DEG year end 2011.pdf	None	None	Electronic
26.	DEG-2012-Home-Entertainment-Spending-Final-Ext.pdf	None	None	Electronic
27.	DEG-Year-End-2013-Home-Entertainment-Report.pdf	None	None	Electronic
28.	DEG-2Q15-Cover-Note.pdf	None	None	Electronic
29.	DEG-Home-Entertainment-Spending-Q2-2015.pdf	None	None	Electronic
30.	DEG-2014-YE-cover-note2.pdf	None	None	Electronic
31.	Home Video Sales Fell In 2014 As Disc Decline Outpaced Digital Growth Deadline.pdf	None	None	Electronic
32.	Bye-bye, Blu-ray/ Video-on-demand and streaming options are gaining on you Computerworld.pdf	None	None	Electronic
33.		None	None	Electronic
34.	IMDbPro database	None	None	Electronic
35.	website	None	None	Electronic
36.	Document Production of Statements of Net Proceeds related to Steve Harvey – <i>Still Trippin [Attorney's Eyes Only]</i>	HFD 0001	HFD 0492	Backup Book
37.	AICPA Practice Aid -6-04 Calculating Lost Profits	None	None	Backup Book
38.	Damages for Loss of Business or Business Opportunity by Nancy Fannon	None	None	Backup Book
39.	AICPA FVS Practice Aid – Discount Rates, Risk and Uncertainty in Economic Damages Calculations	None	None	Backup Book
40.	Journal of Forensic Economics – Key Issues in Measuring Lost Profits	None	None	Library
41.	Litigation Services Handbook: The Role of the Financial Expert, 3 rd and 4 th Edition	None	None	Library
42.	Recovery of Damages for Lost Profits, Robert L. Dunn 6 th Edition	None	None	Library

43.	Considerations in the Valuation of Royalties and License Agreements Associated with Intellectual Property, by Scott A. Barnes	None	None	Backup Book
44.	Intellectual Property Valuation, Exploitation and Infringement Damages by Gordan V. Smith and Russell L. Parr	None	None	Library
45.	The Feature Film Distribution Deal by John W. Cones	None	None	Library
46.	How Hollywood Works by Janet Wasko	None	None	Library
47.	Dictionary of Film Finance and Distribution: A Guide to Independent Filmmakers by John W. Cones	None	None	Electronic
48.	The Insider's Guide to Film Finance by Philip Aberstat	None	None	Electronic